

After recording return to:  
Mr. & Mrs. Ronald F. Cauley  
P.O.Box 672  
Minden, Nevada 89423

AGREEMENT TO WAIVE PARTIAL INTEREST  
IN PURCHASE MONEY

This Agreement made and entered into this 18<sup>th</sup> day of February, 1983, by and between RONALD F. CAULEY ("RON") and LYNNE L. CAULEY ("LYNNE"), Husband and Wife,

W I T N E S S E T H :

Section 1. That Ron and Lynne have been residing in a single family dwelling owned by Lynne as her sole and separate property and located at what is commonly known as 1330 Jobs Peak ("JOBS PEAK PROPERTY"), Gardnerville, Nevada. This Jobs Peak property is more particularly described as Lot 197, Unit #2, Gardnerville Ranchos Subdivision, Douglas County, Nevada;

Section 2. That Ron and Lynne have decided to purchase a new home located at what is commonly known as 1024 South Riverview ("RIVERVIEW PROPERTY"), Gardnerville, Nevada. The Riverview parcel is more particularly described as Lot 72, Unit #3, Gardnerville Ranchos Subdivision, Douglas County, Nevada;

Section 3. That Lynne has elected to sell the Jobs Peak property and to use the proceeds therefrom as partial payment for the Riverview property.

Section 4. That Ron and Lynne desire to establish at this time their relative separate property and community property interests in the Jobs Peak proceeds and in the new Riverview home;

Section 5. NOW, THEREFORE, in consideration of love and affection and other good and valuable consideration,

IT IS MUTUALLY AGREED by and between Ron and Lynne and Ron and Lynne do hereby covenant, pursuant to the provisions of

NRS 123.010 et seq., as follows:

Section 6. The sum of THIRTY-SIX THOUSAND DOLLARS (\$ 36,000.00) from the sale proceeds of the Jobs Peak Property shall be used as partial consideration for the purchase of the Riverview Drive property.

Section 7. Of the total purchase money investment of THIRTY-SIX THOUSAND DOLLARS (\$ 36,000.00 ) made by Ron and Lynne in the Riverview property from the proceeds of the sale of the Jobs Peak property, NINETEEN THOUSAND DOLLARS (\$19,000.00) shall be deemed now and hereafter to be Lynne's sole and separate property. No portion of the future appreciation or depreciation in value in the Riverview property, whether due to the personal efforts of Ron or of Lynne or of both, or whether due to market conditions or any other cause, shall ever be attributed to or in any way credited to this NINETEEN THOUSAND DOLLAR (\$19,000.00) investment of Lynne's separate property interest in the Riverview property. In other words, Lynne claims and Ron agrees that Lynne shall have and retain a non-interest bearing, non-appreciable, non-depreciable NINETEEN THOUSAND DOLLAR (\$19,000.00) separate property investment in the Riverview property.

Section 8. The balance of the proceeds of the Jobs Peak sale used in purchasing the Riverview property, to-wit: the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00 ), shall be deemed to be community property, belonging equally to Ron and Lynne. Accordingly, all future appreciation or depreciation in the Riverview property shall be attributed and credited exclusively to the said community property investment in the said Riverview property.

Section 9. In furtherance of the provisions of Section 7 of this agreement, Ron hereby waives all his right, title and interest in and to the sum of NINETEEN THOUSAND DOLLARS (\$19,000.00) which the parties have agreed in Section 7 hereof

to be the sole and separate property of Lynne.

Section 10. The parties further agree that all instalment or mortgage payments, taxes, assessments, real estate fees, closing costs and all other costs and fees associated with the purchase and maintenance of the Riverview property shall be deemed to be a community obligation.

Section 11. This Agreement shall be incorporated by reference into and shall become a part of the deed conveying the Riverview property to the parties. This Agreement shall be recorded in the Office of the Douglas County Recorder immediately following recordation of the referenced deed.

IN WITNESS WHEREOF the parties have set their hands the day and year first above written.

*Ronald F. Cauley*  
RONALD F. CAULEY

*Lynne L. Cauley*  
LYNNE L. CAULEY

STATE OF NEVADA            )  
  :    ss  
COUNTY OF DOUGLAS        )

On this 18th day of February, 1983, before me, the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, duly commissioned and sworn, personally appeared RONALD F. CAULEY and LYNNE L. CAULEY, known to me to be the persons whose names are subscribed to the within instrument, and who acknowledged to me that they executed the same freely and voluntarily and for the uses and purposes therein mentioned.

DARLENE M. ROSS  
Notary Public - State of Nevada  
Douglas County  
My Appointment Expires Feb. 6, 1984

*Darlene M. Ross*  
Notary Public

REQUESTED BY  
**SILVER STATE TITLE CO.**  
OFFICIAL RECORDS OF  
DOUGLAS COUNTY, NEVADA  
36.00 per  
1983 FEB 22 AM 9:58

SUZANNE BEAUDREAU  
RECORDER

076354 *Carl J. Kiser*  
LIBER 283 PAGE 1666 *SEP*